volving similar statutes, for the doctrine that notice of an unrecorded chattel mortgage is immaterial and a purchaser with notice acquires good title. *Kahreman* v. *Dunbar*, 152 Ill. App. 34; *First Natl. Bank of Edgerton* v. *Biederman*, 149 Wis. 8, 134 N. W. 1132. Where the statute provides that unrecorded chattel mortgages shall be void, the legislative intent is construed to be that a chattel mortgage unrecorded shall be absolutely void, and notice ineffectual. *Smith* v. *Howard*, 173 Mass. 88, 53 N. E. 143.

RESTAURANT KEEPERS—IMPLIED WARRANTY OF FITNESS OF FOOD.—A restaurant keeper served impure food to a patron who became sick therefrom. The plaintiff sued on an implied warranty of fitness. *Held*, there is no implied warranty of fitness, the action must be based on negligence. *Merrill* v. *Hodson* (Conn.), 91 Atl. 533.

In general, where articles of food are sold by a dealer or trader for immediate consumption, an implied warranty of fitness arises, that the goods are wholesome and fit for use. 2 MECHEM, SALES, § 1356. It is evident that for the warranty to arise the transaction must be contractual. But it was early established that an innkeeper in furnishing food to a guest did not act in a contractual capacity, since the business of an innkeeper was affected by a public interest, and he could not refuse food to a guest, and was subject to prosecution and punishment if he made unreasonable charges. *Newton* v. *Trigg*, 3 Mod. 328. As these conditions do not now prevail, the reason for the rule no longer exists. A sale of food by an innkeeper or restaurant keeper differs in no way from a sale by a dealer or trader. But though the reason is gone the rule remains, and by the weight of authority an innkeeper or restaurant keeper, if he serves impure food to his patrons, can only be held on the ground of negligence, he does not sell the food. *Sheffer* v. *Willoughby*, 163 Ill. 518, 45 N. E. 253; *Pantage* v. *West*, 7 Ala. App. 599, 61 South. 42.

But it has been held that furnishing liquor with a meal comes within the meaning of a statute prohibiting a sale of liquor. *Comm.* v. *Worcester*, 126 Mass. 256. And where the sale of certain foods was prohibited by statute, it was held that a restaurant keeper serving such foods to his patrons came within the meaning of the statute. *Comm.* v. *Miller*, 131 Pa. St. 118, 18 Atl. 938; *Comm.* v. *Warren*, 160 Mass. 533, 36 N. E. 308. And a recent case holds that a restaurant keeper impliedly warrants the food he serves is wholesome. *Leahy* v. *Essex* (App. Div.), 148 N. Y. Supp. 1063. This case is directly *contra* to the old doctrine and it would seem on principle the only tenable view, though the weight of authority is clearly the other way.

TIME—COMPUTATION.—A statute extended the vacation of a court from the second Monday in July to the third Monday in September, and provided that during that time the court should not hear jury trials. A jury returned a verdict upon the second Monday in July. *Held*, the verdict is valid. *Frey* v. *Rhode Island Co.* (R. I.), 91 Atl. 1.

Formerly the rule was established in England, that when time was

to be computed from the doing of an act, the day on which the act was done was included, but not where time was computed from a specified day. *Clayton's Case*, 5 Co. Rep. 1. But this arbitrary rule, seemingly existing in *dicta* only, was later abrogated. *Lester* v. *Garland*, 15 Ves. 248, followed in the United States. *Bemis* v. *Leonard*, 118 Mass. 502. But the early rule is not without support here. *Jocque* v. *McRae*, 142 Mich. 370, 105 N. W. 874.

By the weight of authority and on principle there seems no absolute rule of computation. Courts will adopt that construction which will uphold and enforce, rather than destroy *bona fide* transactions. *Taylor* v. *Brown*, 5 Dak. 335, 40 N. W. 525. And the artificial rule established by the early cases seems an attempt to justify logically a ruling necessary to do justice in the particular case, without foundation in reason. *Lester* v. *Garland, supra.*

TRADENAMES AND EMBLEMS—BENEFICIAL ASSOCIATIONS—UNFAIR COMPETITION.—The Order of Owls, a beneficial association, endeavored to restrain the use of the name "Afro-American Order of Owls," by a similar organization. In the same bill an injunction was asked to restrain the defendant from using an emblem or symbol like that of the complainant, with the addition of the two letters "A. A." *Held*, the bill is dismissed so far as the use of the name is concerned, but the use of the symbol or any similar emblem is enjoined. *Afro-American Order of Owls, Baltimore Nest No. 1*, v. *Talbot* (Md.), 91 Atl. 570.

When the use of the name of such an association is enjoined, as being an infringement on the name of another association, the use of the emblem has been heretofore enjoined also as a matter of course. *Benevolent and Protective Order of Elks* v. *Improved Benevolent and Protective Order of Elks*, 60 Misc. Rep. 223, 111 N. Y. Supp. 1067; *Grand Lodge, Knights of Pythias of North and South America* v. *Grand Lodge, Knights of Pythias*, 174 Ala. 395, 56 South 963. This case seems to stand alone in distinguishing one from the other. The symbol is a representation of the name, in descriptive form, and when the evidence adduced shows injury by both name and symbol, to restrain the use of the emblem and not the name, which is the crux of the infringement, seems a contradiction in terms.

Though the names of the associations in the principle case are not identical, confusion could easily arise from their similarity. The characteristic words in the names are "Order of Owls." It is properly held that the use of those salient features is restrained since the names are substantially the same. *Emory* v. *Grand United Order of Odd Fellows*, 140 Ga. 423, 78 S. E. 922; *Benevolent and Protective Order of Elks* v. *Improved Benevolent and Protective Order of Elks*, 122 Tenn. 141, 118 S. W. 389. It is not reasonable to suppose that the second association would adopt a name so similar to that of the first without endeavoring to trade on the first's reputation. Suitable names for societies of this nature are not so rare as to make it necessary to borrow characteristic words from the name of another association. *Knights of Maccabees of the World* v. *Searle*, 75 Neb. 285, 106 N. W. 448.